JOINT DOCTORAL DEGREE PROGRAM

BETWEEN

INDIAN INSTITUTE OF TECHNOLOGY KANPUR
KANPUR INDIA

AND

CURTIN UNIVERSITY
AGREEMENT FOR JOINT DEGREE PROGRAM: DOCTOR OF PHILOSOPHY

Between

CURTIN UNIVERSITY
and
INDIAN INSTITUTE OF TECHNOLOGY KANPUR
AGREEMENT FOR JOINT DEGREE PROGRAM: Doctor of Philosophy

THIS AGREEMENT is made on 13/10/2017 (Effective Date)

BETWEEN:

(1) CURTIN UNIVERSITY (ABN 99 143 842 569), a body corporate established under the Curtin University Act 1966 (WA) of Kent Street Bentley, Western Australia 6102 ("Curtin")

And

(2) INDIAN INSTITUTE OF TECHNOLOGY KANPUR, an educational institution created by an Act of Parliament and having its principal address at The Indian Institute of Technology, Kalyanpur, Kanpur India 208016 ("IITK").

The expression Institution shall mean either IITK or Curtin, Party means a party to this Agreement and Parties means both parties to this Agreement.

WHEREAS:

1) The Parties wish to develop academic and student exchange through a Joint Degree Program (JDP) of Doctor of Philosophy (PhD) whereby students who successfully complete the JDP will be awarded a joint degree for the one thesis with the testamurs/certificates from each Institution clearly indicating the joint nature of the degrees as outlined in Clause 10.

2) By entering into this Agreement, the Parties agree to offer Joint Degree Programs at PhD level in all areas of research in accordance with the terms and conditions set out in this Agreement.

ABBREVIATIONS

Curtin: Curtin University
Joint degree: Joint award
IITK: Indian Institute of Technology Kanpur
JDP: Joint Degree Program = Collaborative Doctoral Program
PhD: Doctor of Philosophy
DAC: Doctoral Advisory Committee
DPGC: Department Post Graduate Committee
HoD / HoS: Head of the Department / Head of School

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. JOINT DEGREE PROGRAM STRUCTURE

1.1 Students interested in getting admitted into the JDP shall first be selected into the PhD program at either Institution as per the selection procedures of the respective Institution. This Institution shall be called the Home Institution. The collaborating enrolling department/school from both the Institutions shall then select potential JDP Scholars from among the students thus selected into the individual PhD program at either Institution. The admission to the JDP shall be subjected to the normal application and selection criteria and other entrance requirements for entry into the PhD program at the Partner Institution, including any language requirements. The procedure shall normally be carried out within six to twelve months of the student initially enrolling in the PhD program at the Home Institution, through video conference and/or by any means including exchange of data pertaining to the students, reference letters, and so on. Students finally selected into the JDP shall be enrolled in a full-time basis at both Institutions.
1.2 Work undertaken by a JDP Scholar at the Home Institution towards the completion of another award cannot be submitted as original work by the student towards their Joint degree.

1.3 Each JDP Scholar must be eligible and able to obtain a visa and other related documents required for study at both institutions.

1.4 Schedule A will be completed for each JDP Scholar.

1.5 Selection of supervisors shall conform to the policies in force at the respective Institutions. External supervisors of students must comply with the requirements of the respective partner University’s policy relating to the supervision of doctoral students.

1.6 The primary supervisor shall be from the Home Institution. There must be a Co-supervisor from the Partner Institution.

1.7 Enrolment into the JDP will not be considered complete until approved and ratified by the Dean of Graduate Studies (or equivalent) of the Partner Institution.

1.8 Both Parties shall be kept informed on changes relating to the enrolment status of each JDP scholar.

1.9 Joint Degree projects will be conducted according to the requirements of the Home Institution, while complying with any relevant legislative requirements of the Partner Institution.

1.10 Appropriate ethics approvals shall be sought according to the policies of each institution, prior to the conduct of research.

2. DOCTORAL ADVISORY COMMITTEE:

2.1 A Doctoral Advisory Committee (DAC) shall be set up for each JDP Scholar to support and monitor progress of the JDP Scholar throughout the candidature until the thesis has been submitted.

2.2 The DAC shall consist of the following members

<table>
<thead>
<tr>
<th>1 Primary Supervisor</th>
<th>Chairperson</th>
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<tbody>
<tr>
<td>2 Co-supervisor (s) from both Institutions</td>
<td>Member (s)</td>
</tr>
<tr>
<td>3 Convener DPGC or his/her nominee (in the case of IITK) and Faculty Director Graduate Research or nominee (in the case Curtin)</td>
<td>Members</td>
</tr>
<tr>
<td>4 Additional members may be appointed to meet the requirements of the Partner Institution</td>
<td>Members</td>
</tr>
</tbody>
</table>

2.3 In case any DAC member goes on leave exceeding one-year duration, or resigns or retires from the respective Institution, the respective HoD/HoS shall nominate another member following their respective procedures.

2.4 The DAC shall meet once a year through video conferencing/ electronic communication. Beyond four years from the time of registration in the program, the DAC shall meet at least every six months until the JDP Scholar’s thesis has been submitted in accordance with the rules and regulations of both the Institutions.

2.5 For administrative purposes, it is necessary for Curtin to register a Thesis Committee including nominees from IITK, in addition to the DAC, which adheres to Curtin’s regulations.
3. COURSEWORK REQUIREMENTS

3.1 The JDP Scholar shall satisfy the minimum academic coursework requirements of the Home Institution. Additional units/credits may be taken when recommended by the DAC.

3.2 If a JDP scholar obtains credits for coursework in one institution, the credits may be transferred to the other institution and may be counted towards the degree requirement, where and if applicable.

4. COMPREHENSIVE EXAMINATION AND CONFIRMATION OF PHD CANDIDATURE

The JDP Scholar shall be required to meet the confirmation/candidacy requirements according to the requirements of each institution, and in addition, qualify the comprehensive examination satisfactorily to continue with the JDP. Otherwise, he/she shall no longer be eligible to participate in the JDP.

5. PROGRESS MEETING / SYNOPSIS / THESIS

5.1 Supervisors at both Parties shall be actively engaged in the JDP and with the JDP Scholar for the duration of the JDP. It is expected that regular and timely meetings will be held with both Supervisors and the JDP Scholar at appropriate intervals throughout the JDP.

5.2 JDP Scholars shall normally follow the regulations stipulated by the Home Institution for monitoring their progress. However, submission of synopsis and submission and evaluation of the thesis shall be in line with the requirements of both Institutions.

5.3 JDP Scholar shall present an open seminar in the Home as well as Partner Institution. A joint seminar (via video conferencing) will also be acceptable.

6. TIME DURATION

6.1 The JDP Scholar shall spend a minimum of one (1) year in-country at each institution and up to two (2) years at the Partner Institution working under the supervision of the co-supervisor(s). He/She may take additional units at the Partner Institution as applicable and on the recommendation of the DAC.

6.2 The JDP Scholars shall be enrolled at Curtin for a minimum of two years.

6.3 The expected length of the concurrent full-time enrolment for the JDP Scholar is limited to four (4) years. This length can be extended only in exceptional circumstances, after agreement by the Parties on the recommendation of the Supervisors of both institutions. This recommendation must be requested six (6) months before the end of the enrolment period and is subject to the approval of the Associate Deputy Vice Chancellor, Research Training at Curtin and the Senate Postgraduate Committee at IITK.

6.4 The JDP Scholar shall be entitled to the leave benefits (if any) that relate to the Institution at which the JDP Scholar is physically located when the leave is requested.

7. FEES, LIVING ALLOWANCES AND EXPENSES

7.1 The JDP Scholar shall pay tuition fees only to their Home Institution throughout the duration of the JDP including the duration of study at the Partner Institution as per its fee structure.

7.2 All JDP Scholars enrolled and supported under this arrangement shall be entitled to a living allowance/stipend.

7.3 JDP Scholars, whose Home Institution is Curtin, shall receive a stipend from Curtin with the value and conditions in accordance to the prevailing practices at Curtin while residing in Australia. During the period these candidates are at IITK, they are entitled to receive a scholarship from IITK, which will cover basic
living expenses, including accommodation on campus. These JDP Scholars may receive a top up from Curtin, with specifics to be defined in Schedule A.

7.4 JDP Scholars, whose Home Institution is IITK, shall receive a stipend/living allowance from IITK for the entire duration of the PhD, including the period when they are resident in Australia. When resident in Australia, these JDP Scholars shall receive a top up from Curtin to the stipend paid by IITK to bring the IITK stipend to the level of the graduate scholarship in Curtin for up to 2 years, with specifics to be defined in Schedule A. The living allowance/stipend shall not be payable for short visits of less than 3 months unless approved by the Institution providing the living allowance/stipend.

7.5 If expenses such as travel, stay at the Partner Institution, health insurance etc. have to be borne by the JDP Scholar, his/her acceptance to such expenses should be obtained during the admission process into the JDP. The Home Institution shall be responsible for notifying the JDP Scholar of such information and gaining his/her acceptance.

7.6 While at the Partner Institution the JDP Scholar will have the rights, privileges and access to services available to other doctoral students at the institution.

8. WITHDRAWAL AND TERMINATION OF CANDIDATURE

8.1 The prevailing regulation for withdrawal and termination (for any approved reason, including unsatisfactory progress) of candidature at the JDP Scholars Home Institution shall normally apply in consultation with the Partner Institution. The Home Institution shall notify the Partner Institution if the Home Institution intends to terminate the candidature under its policies or if the JDP Scholar has advised the Home Institution of his/her intention to withdraw from the JDP. In any event, the DAC shall advise the JDP Scholar on an appropriate course of action to take, which would be in the best interest of the JDP Scholar.

8.2 In the event that a JDP Scholar does not progress with their JDP or ceases to continue with the JDP for any reason, the Supervisors shall discuss the most appropriate action in accordance with the policies of the Home Institution, with any resulting action first being approved by the appropriate body at each of the institutions. JDP Scholars who are then deemed not to have progressed or who cannot, for academic or other reasons, continue their studies on the JDP, will be subject to the provisions of clause 8.3.

8.3 If a JDP Scholar does not progress or cannot, for academic or other reasons, continue their studies on the JDP, it is at the discretion of the Home Institution whether or not the period of study already completed on the JDP may be transferred towards an award from the Home Institution only.

9. THESIS REVIEW REPORTS & VIVA VOCE EXAMINATION

9.1 JDP Scholars must submit to the Home Institution one thesis for examination.

9.2 Evaluation of thesis by external examiners and conducting of the final viva-voice examination/defence shall, in general, follow the processes and procedures of the Home Institution. However, each Partner Institution shall set certain minimum requirements to be satisfied in this context to ensure compliance with its examination policies and regulations.

9.3 The JDP Scholar requires the recommendation of the DAC to submit a thesis.

9.4 The language of the thesis and the viva voce examination shall be English.

9.5 The date of submission of the thesis to the Home Institution shall be recorded as the date of submission at the Partner Institution. The Home Institution is responsible for informing the Partner Institution on the date of thesis submission.

9.6 The Home Institution must provide a copy of the thesis to the Partner Institution, accompanied by all examiners reports (or equivalent) in English, to the Partner Institution for consideration and ratification.
9.7 Each JDP Scholar must provide the Partner Institution with an agreed number of final copies of the thesis, including an electronic copy.

10. AWARD OF DEGREE

10.1 Two separate degree certificates shall be awarded for the one-degree by the respective Institutions in line with their respective protocols/styles. The wording in both degree certificates must indicate unambiguously that the degree is being awarded jointly with the Partner Institution (by name) for the same thesis.

10.2 For Curtin, the testamur will state “The program of study for this degree was undertaken in association with the Indian Institute of Technology Kanpur”.

10.3 For IITK, the testamur will state “This is to certify that [JDP Scholar’s name] was duly admitted to the degree of Doctor of Philosophy in the Indian Institute of Technology Kanpur jointly with Curtin University.”

10.4 The Home Institution may request priority to issue the award first, but must not unnecessarily delay the award of the degree by the Partner Institution.

11. STUDENT OBLIGATIONS

11.1 JDP Scholars shall be subjected to the statutes, rules, regulations, policies, codes and procedures of the Partner Institution while located in the Partner Institution in addition to those of their Home Institution. In the event of any inconsistency between the two, the statutes, rules, regulations, policies, codes and procedures of the Home Institution shall prevail to the extent reasonable.

11.2 Notwithstanding Clause 8, an Institution may suspend, vary the terms of, or terminate a JDP Scholar’s enrolment for failure to comply with the statutes, rules, regulations, policies, codes and procedures of that Institution or the lawful instructions of officers of that Institution, or for failure to comply with that Institution’s conditions of admission, enrolment or examination in the JDP.

12. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

12.1 All intellectual property held by a Party prior to, or outside of, entering into this Agreement that is disclosed or introduced in connection with this Agreement and all materials in which such intellectual property is held, disclosed or introduced (“background intellectual property”) shall remain the property of the Party introducing or disclosing it. However, that Party grants the JDP Scholar and/or the other Party a licence to use such intellectual property for any purpose associated with the JDP.

12.2 All rights, titles and interests in any studies, reports or materials, graphic or otherwise, prepared by the Home Institution or by the Partner Institution respectively, that is not background intellectual property or intellectual property created under clause 12.3, will belong to that Institution and may not be made use of except with that Institution’s prior written consent.

12.3 Where the Institutions jointly develop intellectual property, inventions and innovations as a result of the research work of the JDP Scholar working under the supervision of the supervisor and co-supervisor the terms with respect to title and exploitation of such intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a case-by-case basis having due regard for each Institutions policies and governance requirements and the terms and conditions imposed by any individual funding agencies or grant-making organizations. The Parties preference for such case-by-case agreements will be that the intellectual property rights created in the course of the JDP will vest in each Institution in equal shares and that each Party may use such jointly-owned intellectual property for internal, non-commercial research and educational purposes. Save as aforesaid, nothing in this agreement shall be construed as a license or
transfer or an obligation to enter into any further agreement with respect to intellectual property currently licensed to or belonging to either Institute.

12.4 Nothing in this Agreement will inhibit the right of a JDP Scholar to have their thesis examined and a copy of his/her thesis lodged in the library of each Institution (including a digital copy).

12.5 Notwithstanding anything to the contrary in clause 12.3, each JDP Scholar shall own the copyright in his/her thesis.

12.6 The provisions of this clause 12 will survive beyond the termination of this Agreement

13. CONFIDENTIALITY

13.1 When receiving confidential information, the receiving Party must ensure that all employees, students or agents to whom the confidential information is disclosed are bound to keep the confidential information confidential and not to use the confidential information except for the JDP.

13.2 The obligations of confidentiality in this clause 13 do not apply to information which may be required to be disclosed by law, is in the public domain other than by breach of this Agreement, or has been independently developed or obtained by the receiving Party.

13.3 Each Party agrees that personal information about JDP Scholars will be collected, managed, held, used, disclosed and transferred in accordance with the relevant privacy laws and policies applicable to that Party.

14. GENERAL

14.1 This Agreement may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

14.2 This Agreement may be signed in any number of counterparts.

14.2 Notices under this Agreement shall be to the addresses specified above for each of the Parties and shall be deemed given:

14.2.1 in the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorised employee of the receiving Party;

14.2.2 in the case of posting, seven calendar days after dispatch;

14.2.3 in the case of email, on the next working day after notification of successful transmission.

15. TERM OF AGREEMENT

15.1 This Agreement shall commence on the Effective Date and shall remain in force for a period of five (5) years. Thereafter, it shall renew itself automatically for successive periods of five (5) years unless either Party gives the other Party not less than six (6) months notice in writing of its desire to terminate this Agreement, at any time during the initial or the relevant extended period.

15.2 Both Parties agree that in the event this Agreement is terminated for any reason, the Parties shall use their best endeavors to allow all JDP Scholars already enrolled in the JDP who are eligible to complete their candidature, to continue and complete the requirements for the JDP in which they are enrolled, and to be awarded the joint degree upon successful completion of the JDP. If it is not possible for a JDP Scholar to satisfy the requirements of and complete the JDP, the Parties shall endeavor to allow that JDP Scholar, at his/her election, to complete the requirements for a single PhD degree at the Home Institution subject to the requirements of the relevant Institution. The Parties agree that such a JDP Scholar shall be given credit
for all relevant units previously undertaken by the JDP Scholar at the other Institution as part of the JDP in accordance with the policies and protocols of the Institution where the JDP Scholar will complete the requirements of his/her PhD.

15.3 If the Agreement is terminated and if the JDP Scholar continues his/her candidature either on a Joint degree basis or as a single PhD degree at one or other of the institutions, the Parties agree that the JDP Scholar shall continue to have access to the background intellectual property as described in clause 12.1 and confidential information to the extent necessary for the student to complete the JDP or a PhD at either Institution.

16. COMPLAINTS, MISCONDUCT AND DISPUTE RESOLUTION

16.1 The procedure for complaints by a JDP Scholar will be that which governs the institution where the subject matter of the complaint occurred.

16.2 Allegations of misconduct against a JDP Scholar will be dealt with according to the regulations relating to the institution where the misconduct occurs.

16.3 Allegations of misconduct must be reported by either the Home Institution or Partner Institution to the other institution.

16.4 The Parties agree to co-operate and in good faith attempt to resolve any disputes or differences ("Dispute") between them in relation to this Agreement in accordance with the succeeding provisions of this clause.

16.5 Any dispute arising under or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be referred to the President / Director (or equivalent) of the respective Parties or their nominees for resolution.

16.6 Any proceedings relating to a Dispute instituted against a Party shall be brought in the courts of the country where the defending Party currently resides and shall be governed by and construed in accordance with the law of the country where the defending Party currently resides.

16.7 Despite the existence of a Dispute, the Parties will continue to perform their obligations under this Agreement where reasonably able to do so.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on the day and year first above mentioned.
EXECUTED AS AN AGREEMENT

Signed for and on behalf of CURTIN UNIVERSITY by

[Signature of Authorized Signatory]

In the presence of

[Signature of Witness]

Name_ERICA MCPHERSON_

Name
PROFESSOR CHRIS MORAN
Deputy Vice-Chancellor, Research

Title
Curtin University

Date
13 OCTOBER 2017

Signed for and on behalf of INDIAN INSTITUTE OF TECHNOLOGY KANPUR by

[Signature of Authorized Signatory]

In the presence of

[Signature of Witness]

Name

Prof. Neeraj Mitra

Name

Title
DEAN OF ACADEMIC AFFAIRS

Date
19 SEPTEMBER 2017

Agreement for Collaborative Doctoral Program

Curtin/IITK/CTR-9167
## SCHEDULE A
Joint Degree Project Details

### 1. JDP Scholar Details
- **Family Name**
- **Given Name**
- **Country of Citizenship**
- **Address**
- **Email**

### 2. Institutions

#### (a) Home Institution

<table>
<thead>
<tr>
<th>i. Student no./ Roll no. at Home Institution</th>
<th>Applied/Offered/Accepted/Enrolled If Enrolled list enrolment date:</th>
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<th>ii. Enrolment Status at Home Institution</th>
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<th>iii. Academic Unit (Faculty/School/Department)</th>
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<th>iv. Supervisor</th>
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<th>Position</th>
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<th>Full Contact Details</th>
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<td>Phone:</td>
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#### (b) Partner Institution

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<th>i. Student no./ Roll no. at Partner Institution</th>
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<th>Applied/Offered/Accepted</th>
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</table>
iii. Academic Unit
(Faculty/School/Department)

iv. Supervisor
Name
Position
Full Contact Details
Email:
Phone:

v. Designated Responsible Officer
Name
Position
Full Contact Details
Email:
Phone:

3. Proposed Research
(a) Proposed Thesis Title

(b) Research Topic Description
(Maximum 2 pages)
Attach separate document

4. Proposed Dates
(a) Commencement of Concurrent Enrolment
(b) Expected Dates at:
Note: A minimum of 12 months must be spent at each institution.
i. Home Institution
ii. Partner Institution

5. Financial Commitments
Detail who will provide (Home/Partner/JDP Scholar)
(a) Scholarship living stipend
i. Name of Scholarship
ii. Institution providing Scholarship
(Home/Partner)
iii. Amount
(b) Tuition Fee
(c) Health Insurance

(a) Details of Ethics approvals

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<th>i. Home Institution</th>
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<td>ii. Partner Institution</td>
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7. Special Conditions

8. Name of Award to be Conferred

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<tr>
<th>i. Home Institution</th>
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<tr>
<td>ii. Host Institution</td>
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Signed for and on behalf of

<table>
<thead>
<tr>
<th>CURTIN UNIVERSITY by</th>
<th>INDIAN INSTITUTE OF TECHNOLOGY KANPUR by</th>
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<tr>
<td>Signature</td>
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<td>Name</td>
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<td>Date</td>
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</table>
Home Institution Supervisor:

I confirm that the particulars of this Schedule A are correct and hereby agreed.

Signature: .............................................. Date: ..............................................

Full Name (please print): .................................................................

Partner Institution Supervisor:

I confirm that the particulars of this Schedule A are correct and hereby agreed.

Signature: .............................................. Date: ..............................................

Full Name (please print): .................................................................

JDP Scholar:

I confirm that the particulars of this Schedule A are correct and hereby agreed.

Signature: .............................................. Date: ..............................................

Full Name (please print): .................................................................